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Williams-Sonoma, Inc.

8 UNITED STATES DISTRICT COURT
9 FOR THE NORTHERN DISTRICT OF CALIFORNIA

10
11 WILLIAMS-SONOMA, INC.

12 Plaintiff,

13 v.

14 IDEANA.COM, a California Company, and
15 NASSERY OZEIR, an individual

16 Defendants.
17

Case No. 3:07-CV-5365-MEJ

**~~PROPOSED~~ FINAL JUDGMENT UPON
CONSENT AND PERMANENT
INJUNCTION**

18 1. Plaintiff Williams-Sonoma, Inc. ("WSI") has filed a Complaint alleging copyright
19 infringement, trademark infringement, counterfeiting and false designation of origin, dilution, and
20 unfair competition under federal and California law against defendants Ideana.com ("Ideana") and
21 Nassery Ozeir (collectively, "Defendants"). WSI alleges that Defendants have engaged in a practice
22 of electronically copying product images displayed in WSI's Pottery Barn brand catalogs and
23 converting them to their own use and that such practices infringe WSI's intellectual property rights
24 and causes WSI irreparable harm and competitive disadvantage. The Court now enters final
25 judgment based upon the following stipulated facts.

26 **I. STIPULATED FACTS AND CONCLUSIONS**

27 A. This Court has subject matter jurisdiction over this lawsuit and personal jurisdiction
28 over Defendants. Venue is proper in this Court.

~~PROPOSED~~ FINAL JUDGMENT UPON CONSENT
AND PERMANENT INJUNCTION

Williams-Sonoma, Inc. v. Ideana.com, et al., Case No. 3:07-CV-5365-MEJ

1 B. WSI owns a federal trademark registration for POTTERY BARN (Registration No.
 2 2021077; first used April of 1956; registered on December 3, 1996) for use on a variety of furniture
 3 and home furnishings. This registration, and all other WSI registrations, applications, and common
 4 law marks incorporating the Pottery Barn® name, including "PB," which is a common consumer
 5 reference to WSI's "Pottery Barn" brands, will be referred to collectively hereafter as "Pottery Barn
 6 Marks." WSI also owns valid copyright registrations for its Pottery Barn® catalogs.

7 C. Defendant Ideana is a California company based in Alameda County, California.
 8 Ideana is owned and operated by defendant Nassery Ozeir. At the time of filing of the lawsuit,
 9 Defendants operated a website through which Defendants advertised and sold home furnishings.
 10 Defendants also advertised their products through Internet classified listings.

11 D. Defendants have made electronic copies of WSI's copyrighted images and displayed
 12 them on their website and in Internet classified advertisements in order to sell their own products. In
 13 addition, Defendants promoted and sold furniture and other home items using the Pottery Barn Mark,
 14 including proclaiming that they sell "Pottery Barn Style" furniture and embedding the words "pottery
 15 barn" into its Craigslist.org advertisements so that searches for the Pottery Barn® mark and products
 16 on Craigslist.org would also yield Defendants' own advertisements, featuring the stolen images from
 17 WSI's catalogs.

18 E. WSI alleges that the Defendants' practices described above created consumer
 19 confusion, were deceptive and caused WSI irreparable harm.

20 **II. ORDER AND INJUNCTION**

21 It is hereby ordered and adjudged as follows:

22 1. Defendants shall pay the sum of \$1,000 to WSI in two equal payments of \$500 each, to
 23 be paid in full by February 29, 2008.

24 2. Commencing as of the "So Ordered" date of this Final Judgment and Permanent
 25 Injunction, Defendants, including its principals, agents, employees, officers, directors, servants,
 26 successors, and assigns, and all persons acting in concert or participating with it or under its control
 27 who receive actual notice of this Order, are hereby permanently enjoined and restrained, directly or
 28 indirectly, from doing, authorizing or procuring any persons to do any of the following:

~~[PROPOSED]~~ FINAL JUDGMENT UPON CONSENT
 AND PERMANENT INJUNCTION

Williams-Sonoma, Inc. v. Ideana.com, et al., Case No. 3:07-CV-5365-MEJ

1 a. using any WSI proprietary or copyrighted image in connection with any
2 advertising or promotion of Defendants' products, including advertising or promotion through its
3 website, through online classified advertisements, or in any other way;

4 b. using the Williams-Sonoma®, Pottery Barn®, Pottery Barn Kids®, PB Teen®,
5 West Elm® trademarks, or any other Williams-Sonoma brand name or trademark in connection with
6 any advertising or promotion of Defendants' products or services, including advertising or promotion
7 through any website, through online classified advertisements, or in any other way;

8 c. any practice, whether explicitly forbidden by this agreement or not, that (a) is
9 likely to cause consumer confusion or misapprehension about any relationship, affiliation, sponsorship
10 or other connection between Defendants and Williams-Sonoma®, Pottery Barn®, West Elm®, Pottery
11 Barn Kids®, PB Teen®, or any other Williams-Sonoma brand, or (b) tends to deceive consumers that
12 (i) Defendants sell authentic WSI products; or that (ii) Defendants' products are equal or equivalent
13 quality as WSI products if they are not.

14 3. Each party has waived the right to appeal from this final judgment and each party will
15 bear its own fees and costs in connection with this action.

16 4. This Court shall retain jurisdiction for the purpose of making any further orders
17 necessary or proper for the construction or modification of this Judgment, the enforcement thereof,
18 and/or the punishment for any violations thereof.

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~~PROPOSED~~ FINAL JUDGMENT UPON CONSENT
AND PERMANENT INJUNCTION

Williams-Sonoma, Inc. v. Ideana.com, et al., Case No. 3:07-CV-5365-MEJ

5. In the event that Defendants violate the terms of this Judgment, Defendants shall pay WSI for WSI's reasonable attorney's fees and costs incurred in this action and any enforcement or contempt proceedings against Defendants. For any future proceeding to enforce the terms of this Judgment, service by mail upon a party or their counsel of record at their last known address shall be adequate notice for each party.

IT IS SO ORDERED AND ADJUDGED.

DATED: February 4, 2008

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